

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

PRIME VICTOR INTERNATIONAL LIMITED, a British Virgin Islands business company,	:	C.A. No.
Plaintiff,	:	
v.	:	
SIMULACRA CORPORATION, a Delaware Corporation,	:	
Defendant.	:	

COMPLAINT

Plaintiff Prime Victor International Limited (“PVI” or “Plaintiff”), by and through its undersigned counsel, hereby brings this Complaint against Defendant Simulacra Corporation (“Simulacra” or “Defendant,” and together with Plaintiff, the “Parties”). In support hereof, Plaintiff alleges as follows:

NATURE OF ACTION

1. On December 31, 2019, Defendant caused an unsecured convertible promissory note to be duly executed, delivered and issued to Plaintiff in the principal amount of \$1,000,000. Defendant promised to pay Plaintiff the outstanding principal amount together with interest from the date of the note on the unpaid principal balance at a rate equal to 8% compounded annually plus other amounts. The Maturity Date for the note has occurred, and the payment obligations under the note are now in continuing default. Despite due demand, and the accrual of post-default interest and other charges, Simulacra has not made payment of any obligations now due and owing. This Complaint ensued.

THE PARTIES

2. PVI is a business company formed under the laws of the British Virgin Islands with a principal place of business at 8 Temasek Boulevard #08-05/06, Suntec Tower Three Singapore 038988.

3. Simulacra is a Delaware corporation. The registered agent for Defendant is Paracorp Incorporated, 2140 S Du Pont Hwy, Camden, DE 19934. Defendant may be served through its registered agent. Defendant is “the holding company for three disruptive companies in three distinct markets: Adult entertainment, AI driven Robotics, and Medical simulation.”¹ Defendant’s flagship company, Abyss Creations, is the creator of the Realdoll and introduced the “world’s first real AI sex capable robotic companion, Harmony.”²

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a) as there is complete diversity between the Plaintiff and Defendant and the amount in controversy exceeds \$75,000.00.

5. This Court has personal jurisdiction over Defendant because Defendant is a corporation organized under the laws of the State of Delaware.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

7. In executing the Note and Subscription Agreement (defined below), Defendant also irrevocably consented “to the exclusive jurisdiction of, and venue in, the federal and state courts located in the State of Delaware, in connection with any matter based upon or arising out of the

¹ See <https://simulacracorp.com/>.

² See <https://simulacracorp.com/about>.

[Note or Subscription Agreement].” True and correct copies of the Note and Subscription Agreement are attached hereto respectively as **Exhibits A** and **B**.³

BACKGROUND

8. Before and in 2019, Simulacra was in discussions with several potential investors, including PVI, to obtain up to \$3,000,000 of investment funding through unsecured promissory notes in connection with an Offering (as defined in the Note).

9. While PVI and Simulacra continued to negotiate the terms of PVI’s investment, two other investors executed a note and subscription agreement (the “Former Notes”) with Simulacra.

10. On December 31, 2019, PVI and Simulacra executed an Amended and Restated Subscription Agreement (the “Subscription Agreement”) and, on the same date (the “Execution Date”), Simulacra executed, delivered and issued to PVI the Amended and Restated Unsecured Convertible Promissory Note in the principal amount of \$1,000,000 (the “Note”).

11. On December 31, 2019, PVI wired \$1,000,000 to Simulacra’s bank account designated in the Note and Subscription Agreement.

12. Simulacra confirmed receipt of the \$1,000,000 wire transfer on January 2, 2020.

13. The Note at p. 1 provides Simulacra shall pay PVI the “principal sum of One Million Dollars (\$1,000,000), or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of this Note on the unpaid principal balance at a rate equal to 8% compounded annually.”

14. The Note at pp. 1-2 sets a Maturity Date that provides:

All unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier

³ Unless defined herein, capitalized terms shall have the meanings ascribed to them in the Note and/or Subscription Agreement.

to occur of ... (iii) the third anniversary of the date of this Note (the “Maturity Date”) or (iv) the occurrence of an Event of Default. (emphasis added)

15. The third anniversary of the Execution Date occurred on December 31, 2022.
16. The Maturity Date occurred on December 31, 2022.
17. Simulacra failed to pay PVI the Obligations due under the Note on the Maturity Date that are now past due and owing.
18. Simulacra’s failure to pay PVI the Obligations on or before the Maturity Date constitutes an Event of Default under the Note.
19. Further, upon information and belief, Simulacra is in default on a note issued to at least one other investor, which also constitutes an Event of Default under the Note.
20. Under the terms of the Note at section 4, upon the Event of Default, the interest rate accruing on the Note increases to 10% until the Event of Default is cured.
21. The Note at section 4 describes the rights of PVI upon default. Among other things, PVI may, by written notice to Simulacra, declare all outstanding Obligations payable by Simulacra immediately due and payable without presentment, demand, protest or any notice of any kind.
22. On January 15, 2023, Simulacra acknowledged the Note was in default in an email to PVI and PVI’s counsel. *See Exhibit C.*
23. On February 5, 2023, PVI’s counsel sent a letter (the “Demand Letter”) to Simulacra declaring all outstanding Obligations due and payable, and demanded that full payment of all Obligations be received no later than February 15, 2023.⁴
24. The Demand Letter was sent via email and first-class regular mail to Simulacra’s counsel, Simulacra’s registered agent in California and Delaware and Simulacra’s Nevada office.

⁴ A true and correct copy of the Demand Letter is attached hereto as **Exhibit D**.

25. As of the date hereof, Simulacra has not responded to the Demand Letter, and the full amount of the Obligations under the Note are outstanding.

COUNT I – (BREACH OF CONTRACT)

26. Plaintiff repeats, incorporates and re-alleges all of the above paragraphs as if fully set forth herein.

27. The Maturity Date has occurred, and Defendant failed to make any payments due under the Note.

28. Defendant is in default under the Note.

29. Plaintiff has sent a Demand Letter demanding payment of all Obligations now due and owing under the Note.

30. As a result, Defendant is liable to PVI in an amount of \$1,000,000, which constitutes the remaining principal balance due and owing under the Note, plus pre-default interest at a rate of 8% compounded annually, post-default interest at a rate of 10% compounded annually, and attorneys' fees and costs.

31. Accordingly, PVI has been injured as a result of Defendant's breach of the Note and is entitled to damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court grant the following relief:

- A. Judgment in favor of the Plaintiff in the amount of \$1,000,000 plus pre- and post-default interest due and owing under the terms of the Note;
- B. Attorneys' fees and costs pursuant to the Note; and
- C. Such other and further relief as this Court deems just and proper.

Dated: February 16, 2023
Wilmington, Delaware

THE ROSNER LAW GROUP LLC

/s/ Jason A. Gibson

Frederick R. Rosner (DE 3995)

Jason A. Gibson (DE 6091)

Zhao (Ruby) Liu (DE 6436)

824 N. Market St., Suite 810

Wilmington, Delaware 19801

Tel.: (302) 777-1111

Email: rosner@teamrosner.com

gibson@teamrosner.com

liu@teamrosner.com

*Counsel for Prime Victor
International Limited*